

L E A S E AGREEMENT

M A D E the 13th day of September, 2024

B E T W E E N:

THE CORPORATION OF THE TOWN OF WASAGA BEACH

(hereinafter called the "Landlord")

A N D:

ROYAL CANADIAN LEGION Branch 645

(hereinafter called the "Tenant")

WHEREAS the parties agree to enter into a lease of the Premises for a 3 year period with an option to renew for 2 additional years;

AND WHEREAS the parties wish to set out a further term of lease on the covenants and obligations as stipulated herein;

IN consideration of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a Lease for the Fernbrook Hall building located at: 1888 Klondike Park Road, in the Town of Wasaga Beach, County of Simcoe (hereinafter called the "Premises").

1. GRANT OF LEASE

- 1) The Landlord leases the Premises to the Tenant:
 - (a) at the Rent set forth in Section 2;
 - (b) for the Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- 2) The Landlord covenants that he has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. RENT

- 1) Rent during year 1 of the lease is the sum of \$330 per month OR 5% of gross monthly revenue from the operation of the canteen and liquor sales, whichever is higher, made payable on the first (1) day of each month, with the exception of

September 2024, which will be prorated in accordance with possession occurring September 13, 2024.

- 2) Rent during year 2 of the lease is the sum of \$415 per month OR 6% of gross monthly revenue from the operation of the canteen and liquor sales, whichever is higher, made payable on the first (1) day of each month.
- 3) Rent during year 3 of the lease is the sum of \$500 per month OR 7% of gross monthly revenue from the operation of the canteen and liquor sales, whichever is higher, made payable on the first (1) day of each month.
- 4) In the event of a lease renewal, beyond the initial 3 years, a new rental rate will be negotiated.
- 5) The Tenant will be required to submit a monthly report due by the 20th of the month following the reporting period, with appended POS sales receipts, or some other receipting format agreed upon by both parties, from the operation of the canteen and liquor sales along with the monthly rent as support for either the minimum rent payment or the profit share percentage.
- 6) The Tenant shall not be required to pay rent between June through to August each year of this agreement so long as the Landlord's Summer Camp continues to operate during this period in the facility.
 - (a) In the event that the Landlord's Summer Camp changes locations and/or no longer requires the use of the facility, this waiver of rent between June – August will no longer be applicable and full rental rates will apply.

3. TERM AND POSSESSION

- 1) The Tenant shall have possession of the Premises for a period of three (3) years, commencing on the 13th day of September, 2024 and ending on the 1st day of September, 2027 (the "Term").
 - (a) Tenant shall have the right to renew this Lease for an additional two years, subject to a new rental rate agreed upon between the Landlord and Tenant as outlined in Section 2(4).
 - (b) The Landlord shall have exclusive use and occupancy of the back room of the facility, the washrooms, one shower room, and the exterior fenced area for the purpose of running the Landlord's scheduled summer camp, each year of the lease from June 1st to August 31st, 8am-5:30pm, Monday- Friday.

The canteen/kitchen will remain as part of the Tenant's exclusive use during this period.

- 2) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord, with the exception of Municipally run events.

4. ASSIGNMENT

- 1) The Tenant shall not assign this lease or sublet the whole or any part of the premises unless they first obtain the consent of the landlord in writing and the Tenant hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which would allow the Tenant to assign this Lease or sublet the Premises without the Landlord's consent.
- 2) The consent of the Landlord to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

5. USE AND OPERATIONS

- 1) During the Term of this Lease the Premises shall not be used for any purpose other than the operation of and provision of services related to the purview of the Royal Canadian Legion, without the express consent of the Landlord given in writing.
- 2) The Tenant shall not do or permit to be done at the Premises anything, which may:
 - (a) constitute a nuisance;
 - (b) cause damage to the Premises;
 - (c) cause injury or annoyance to occupants of neighbouring premises;
 - (d) make void or voidable any insurance upon the Premises;
 - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- 3) The Tenant agrees to operate the onsite canteen for the preparation, service and sale of food to the public for each year of the lease, and shall at minimum maintain the hours of service established by the Town, to be: From June 1st –September 1st, Monday-Friday 4:30pm – 9:30pm; Saturday-Sunday 9:00am-9:00pm.
- 4) The start date of canteen operations will be June 1st of each year.

- 5) The Pavilion adjacent to Fernbrook Hall does not form part of the leased area.
- 6) As stated in 3 (1), the washroom facilities will be for the sole use of the Landlord's Summer camps during the period of their operation, June – August 31st, Monday-Friday 8:00am – 5:30pm. Maintenance of the washrooms from Monday-Friday 8:00am-5:30pm during the operation of the Summer camp will be the responsibility of the landlord. During the period that the facility is not occupied by the Summer camp, the Tenant will be responsible for the maintenance of the washroom facilities.
- 7) The Tenant is responsible for the costs associated with all utilities for the facility, which includes water, hydro and propane. The Landlord shall invoice the Tenant for these costs and the Tenant shall pay the cost of them within the terms set out in the invoice issued by the Landlord.
- 8) The Tenant is responsible for all costs associated with internet, cable and any additional phone lines (with the exception of the phone line maintained by the Landlord for the purpose of the security alarm system).
 - (a) Should the Tenant wish to install internet, cable or phone services, then the Tenant must seek permission from the Landlord in writing before any work or contract is commenced.
- 9) The Tenant shall have use of all appliances and kitchen equipment for the term of the lease and shall be responsible for the maintenance and repair of the appliances and kitchen equipment. The current inventory of kitchen appliances is as follows: (2) Deep fryers, (1) Coffee Maker, (1) Stand up Coke fridge, (1) regular refrigerator, (1) large chest freezer, (1) stand up chest freezer
- 10) The Landlord shall ensure that the fire suppressant system and the fire extinguishers are inspected yearly.
- 11) The Tenant shall ensure that they have received all necessary inspections and certifications required in Ontario for the operation of a commercial kitchen and for food service to the public and shall be responsible for maintain these certifications and supply all copies of inspections to the Landlord.
- 12) If the Tenant wishes to serve alcohol, then the Tenant is solely responsible for the application and holding of the Liquor License and must at all times abide by the governing policies, bylaws, regulations and conditions that may be imposed from time to time by the Landlord and, in particular, that the Tenant will comply with the Municipal Alcohol Policy, Liquor Licence Act of Ontario and Alcohol and Gaming Commission of Ontario policies and guidelines.

- (a) The Tenant shall only be permitted to hold a Liquor License for the backroom facility and the existing fenced outdoor space. The Landlord will not consent to an extension of the licensed area.
 - (b) The Tenant shall provide the Landlord with a copy of the Liquor License and all smart serve certifications for serving staff.
- 13) The Tenant shall be responsible for all required signage related to the service of Alcohol on the premise including signage, which prohibits the removal of alcohol outside of the licensed area.
- 14) The Tenant agrees to abide by the Town's Municipal Alcohol Policy.
- 15) The Tenant shall have use of the Town-owned tables and chairs that are currently on site. If the Tenant wishes to replace those tables and chairs with their own, they may do so only after they have made arrangements with Town staff for the removal and storage of the existing furniture.
 - (a) The Town shall retain ownership of the existing tables, chairs, and furniture and may from time to time require their use with 1-week notice in writing provided to the Tenant.
- 16) During the operation of the summer camp, the Tenant must ensure that all furniture and chairs are set up as agreed upon in writing with the Landlord and the Summer Camp prior to each season.
- 17) The Tenant is permitted to make use of a single shower room for the purpose of storage and/office space. Alterations or additions in this space are permitted to commence after September 13, 2024 but shall be complete before the start of the next Summer Camp period from June 1st – August 31st and shall not interfere with operations.

6. REPAIR AND MAINTENANCE

- 1) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner:
 - (a) the Tenant shall not be liable to effect repairs attributable to reasonable wear and tear, or to damage caused by fire, lightning or storm.

- 2) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof, conduct maintenance inspections, and view the state of repair at reasonable times:
 - i. and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within the time specified in the notice;
 - ii. and if the Tenant refuses or neglects to keep the Premises in good repair the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs;
 - iii. and if the landlord makes repairs the Tenant shall pay the cost of them within 7 days of receipt of invoice from the Town as Additional Rent.
- 3) Upon the expiry of the Term or other determination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- 4) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- 5) The Landlord shall be responsible for the maintenance of the exterior of the premise. The Tenant shall clean and maintain the interior of the leased space and change light bulbs, etc. and to ensure that the appliances are in good repair and working order.

7. ALTERATIONS AND ADDITIONS

- 1) If the Tenant, during the term of this lease or any renewal of it, desires to make any alterations or additions to the premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant's business, the Tenant may do so at his own expense, at any time and from time to time, if the following conditions are met:
 - (a) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed alterations or additions and the Tenant

shall not proceed to make any alteration or addition unless the Landlord has approved the plan, and the Landlord shall not withhold their approval;

i. and items included in the plan which are regarded by the Tenant as "Trade Fixtures" shall be designated as such on the plan;

(b) any and all alterations or additions to the Premises made by the Tenant must comply with all applicable building code standards and by-laws of the municipality in which the Premises are located.

- 2) The Landlord agrees to complete all leasehold improvements as may be agreed upon between the Landlord and the Tenant prior to the commencement of this lease. These leasehold improvements shall remain the property of the Landlord. The Tenant shall thereafter, be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on or to the Premises.
- 3) No sign, advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the inside or outside of the building in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Landlord, such approval not to be unreasonably withheld.
- 4) All alterations and additions to the Premises made by or on behalf of the Tenant, other than the Tenant's Trade Fixtures, shall immediately become the property of the Landlord without compensation to the Tenant.
- 5) In the event that any construction or other lien shall be filed against the Premises as a result of any work or materials furnished by the Tenant, the Tenant will, at its cost and expense, proceed diligently either to cause the same to be discharged or proper proceedings to be instituted to contest the validity or amount of such lien and will, if requested, provide Landlord with a bond to secure payment of such obligation within ten (10) business days of receiving notice of the such lien being registered on title to the Premises.
- 6) If the Tenant has complied with his obligations according to the provisions of this Lease, the Tenant may remove his Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that he will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.

- 7) Other than as provided in paragraph (6) above, the Tenant shall not, during the Term of this Lease or anytime thereafter remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:
- (a) the removal is in the ordinary course of business;
 - (b) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
 - (c) the Landlord has consented in writing to the removal;

but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

- 8) The Tenant shall, at their own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.
- 9) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the opinion of the Landlord, by reason of its weight, size or use, damage the Premises or overload the floors of the Premises;
- (a) and if the Premises are damaged or overloaded the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

8. INSURANCE

- 1) During the term of this lease and any renewal thereof the landlord shall maintain with respect to the premises, insurance coverage insuring against:
- (a) loss or damage by fire, lightning, storm and other perils that may cause damage to the Premises or the property of the Landlord in which the premises are located as are commonly provided for as extended perils coverage or as may be reasonably required and obtained by the Landlord;
 - i. and the insurance policy shall provide coverage on a replacement cost basis in an amount sufficient to cover the cost of all signs and leasehold improvement;
 - (b) liability for bodily injury or death or property damage sustained by third parties up to such limits as the Landlord in his sole discretion deems advisable

- 2) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises/ And the Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees:
 - (a) and the Tenant agrees that the foregoing indemnity shall survive The termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- 3) The Tenant shall carry insurance in his own name insuring against the risk of damage to the Tenant's property within the Premises caused by fire or other perils.
- 4) The Tenant shall carry public liability insurance in the amount of \$5,000,000 and property damage insurance in which policy the Landlord shall be a named insured and the policy shall include a cross-liability endorsement;
 - (a) and the Tenant shall provide the Landlord with an insurance certificate and a copy of the policy, upon request by the Landlord.
- 5) The Tenant shall carry Liquor Liability insurance in the amount of \$5,000,000 in which policy the Landlord shall be named and insurance and the policy shall include a cross-liability endorsement;
 - (a) and the Tenant shall provide the Landlord with an insurance certificate and a copy of the policy.

9. DAMAGE TO THE PREMISE

- 1) If the Premises or the building in which the Premises are located, are damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:
 - (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 calendar days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the

Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;

(b) If the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;

(c) If the leased Premises can be repaired within 120 days as aforesaid, but the damage is such that the leased Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.

- 2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by the Landlord.
- 3) Apart from the provisions of Section 8 (1) there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

10. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- 1) An act of default has occurred when:
 - (a) the tenant has failed to pay rent in accordance with Section 2 for a period of 15 consecutive days, or has failed to pay invoiced utilities, regardless of whether demand for payment has been made or not;
 - (b) the Tenant has breached his covenants or failed to perform any of his obligations under this Lease; and
 - i. the landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - ii. the Tenant has failed to correct the default as required by the notice;

(c) the Tenant has;

- i. become bankrupt or insolvent or made an assignment for the benefit of Creditors;
- ii. had its property seized or attached in satisfaction of a judgment;
- iii. had a receiver appointed;
- iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property;
- v. without the consent of the Landlord, made or entered into an agreement to make a sale of its assets to which the Bulk Sales Act applies;
- vi. taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation;

(d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums

(e) the Premises;

- i. become vacant or remain unoccupied for a period of 30 consecutive days; or
- ii. are not open for business on more than thirty (30) business days in any twelve (12) month period or on any twelve (12) consecutive business days;
- iii. are used by any other person or persons, or for any other purpose than as provided for in this Lease without the written consent of the Landlord.

2) When an Act of Default on the part of the Tenant has occurred:

(a) the current month's rent together with the next three months' rent shall become due and payable immediately; and

(b) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.

3) If, because an Act of Default has occurred, the Landlord exercises his right to terminate this Lease and re-enter the Premises prior to the end of the Term, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord has re-let the Premises or otherwise dealt with the Premises in such manner that the cessation of payments by the Tenant will not result in loss to the Landlord.

- (a) and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.
- 4) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- 5) If, when an Act of Default has occurred, the landlord chooses to waive his right to exercise the remedies available to him under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent his exercising his remedies with respect to a subsequent Act of Default:
- (a) no covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

(b)

11. TERMINATION AND NOTICE OF TERM

- 1) Both the Landlord and the Tenant shall have the right to terminate this Lease by giving ninety (90) days' notice in writing to the other.
- 2) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such over holding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

12. RULES AND REGULATIONS

The Tenant agrees on behalf of itself and all persons entering the Premises with the Tenant's authority or permission to abide by such reasonable rules and regulations that form part of this Lease and as the Landlord may make from time to time.

13. NOTICE

- 1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given To the Landlord at: 30 Lewis Street, Wasaga Beach, Ontario L9Z 1A1, Attention: Clerk
To the Tenant at the Premises or : _____
- 2) The above addresses may be changed at any time by giving ten (10) days written notice.
- 3) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

14. REGISTRATION

The Tenant shall not at any time register notice of or a copy of this Lease on title to the property of which the premises form part without consent of the Landlord.

15. INTREPRETATION

- 1) The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender, and words importing persons shall include firms and corporations and vice versa.
- 2) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.
- 3) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

THE CORPORATION OF THE TOWN OF WASAGA BEACH

Per:

Brian Smith, Mayor

Nicole Rubli, Clerk

We have authority to bind the Corporation.

Royal Canadian Legion Branch 645

Per:

Per:

We have authority to bind the Royal
Canadian Legion Brach 645

SCHEDULE OF RULES AND REGULATIONS FORMING PART OF THIS LEASE

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
2. The Tenant shall not perform any acts or carry on any activity which may damage the Premises or the common areas or be a nuisance to any other tenant.
3. No animals or birds, save and except service animals, shall be brought into the building or kept on the Premises.
4. The Tenant shall not mark, drill into, bore or cut or in any way damage or deface the walls, ceilings or floors of the Premises without prior written approval of the Landlord. No broadloom or carpeting shall be affixed to the Premises by means of a non-soluble adhesive or similar products.
5. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
6. The Tenant shall abide by all Town by-laws for the operation of their business including, but without limitations, the following by-laws:
 - Noise By-law
 - Nuisance By-Law
 - Parking By-Law
 - Car Rally By-Law
 - Special Events By-Law
7. The tenant must observe strict care not to allow windows or doors to remain open so as to admit rain or snow, or so as to interfere with the heating of the building. The Tenant neglecting this rule will be responsible for any damage caused to the property of other tenants, or to the property of the Landlord, by such carelessness. The Tenant, when closing the Premises, shall close all windows and lock all doors.

8. The Tenant shall not without the express written consent of the Landlord, place any additional locks upon any doors of the Premises and shall not permit any duplicate keys to be made therefor; but shall use only additional keys obtained from the Landlord, at the expense of the Tenant, and shall surrender to the Landlord on the termination of the Lease all keys of the Premises.

9. No flammable oils or other flammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises.

10. Nothing shall be placed on the outside of windows or projections of the Premises without the consent in writing of the Landlord. No air-conditioning equipment shall be placed at the windows of the Premises without the consent in writing of the Landlord.

11. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.

12. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.

13. The Tenant shall not install or erect on or about the Premises television antennae, communications towers, satellite dishes or other such apparatus without first obtaining consent from the Landlord in writing.

14. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgement may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees. The Landlord may from time to time waive any of such rules and regulations as applied to particular tenant and is not liable to the Tenant for breaches thereof by other tenants.